

1 BILL NO. S-85-12-01

2 SPECIAL ORDINANCE NO. S-

239-85

3 ORDINANCE DESIGNATING THE BOARD OF PUBLIC WORKS
4 AND SAFETY AS LEASING AGENT FOR THE CITY OF FORT WAYNE,
5 INDIANA; APPROVING THE LEASE OF CERTAIN PROPERTY BY THE
6 CITY OF FORT WAYNE, INDIANA AND/OR ITS MUNICIPALLY OWNED
7 UTILITIES; APPROVING A FORM OF LEASE; AUTHORIZING
8 ACCEPTANCE OF A LESSOR; AND APPROVING OTHER ACTIONS
9 WITH RESPECT THERETO.

10 WHEREAS, the City of Fort Wayne and its municipally owned
11 utilities need to acquire an extensive number of items of personal
12 property for continued effective operations; and

13 WHEREAS, the Board of Public Works and Safety has, in the
14 past, generally coordinated the acquisition of items of personal
15 property and has let bids therefore; and

16 WHEREAS, numerous bids have been let for the acquisition of
17 items of personal property, and this Common Council has approved the
18 acquisition of said items of personal property; and

19 WHEREAS, this Common Council now deems it in the public
20 interest to lease said items of personal property rather than
21 purchase said items; and

22 WHEREAS, sufficient money has been appropriated and suf-
23 ficient net revenues are available from the City's municipally owned
24 utilities to make lease rental payments on a timely basis as
25 required for the leasing of said property; and

26 WHEREAS, a form of lease with option to purchase has been
27 reviewed and is deemed appropriate for the lease of said items of
28 personal property by the City and/or its utilities; and

29 WHEREAS, notices have been published requesting proposals
30 from lessors to acquire the items of personal property and to lease
31 same to the City and its utilities, pursuant to the terms and con-
32 ditions contained in the form of lease; and

WHEREAS, the proposed lease provides for fair and reason-
able rental and other equitable terms and conditions and, further,
that the execution of said lease will permit the use and acquisi-

1 tion of said property within the present financial capabilities of
2 the City and its utilities and therefore same is in the public
3 interest.

4 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE
5 CITY OF FORT WAYNE, INDIANA THAT:

6 SECTION 1. This Common Council finds that the Board of
7 Public Works and Safety should be and hereby is designated as the
8 leasing agent for the City of Fort Wayne, Indiana and its utilities
9 for the transactions herein contemplated.

10 SECTION 2. The Common Council of the City of Fort Wayne
11 hereby authorizes the City and its utilities to lease, as lessees,
12 those items of personal property listed on the attached Exhibit "A",
13 made a part hereof. It is understood that the exact lessor purchase
14 costs for such items of personal property listed on the Exhibit "A"
15 shall be determined in accordance with bidding procedures of this
16 City and accordingly subject to approval by this Council.

17 SECTION 3. The form of the lease, with option to purchase,
18 for said lease is attached hereto as a part hereof, as Exhibit "B".
19 This form of lease, with option to purchase, shall be used by the
20 City and its utilities for the transactions herein contemplated and
21 said form of lease is hereby approved and ratified. This lease form
22 may be modified only to the extent that such modifications are not
23 material in form or consideration. Authority is hereby given for
24 the Board of Public Works and Safety to enter into one lease or two
25 leases as determined by the City Attorney and Bond Counsel.

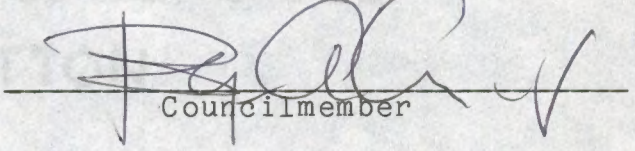
26 SECTION 4. The Board of Public Works and Safety of the
27 City of Fort Wayne is hereby designated as the City's leasing agent
28 herein and as said leasing agent is empowered and authorized to
29 award lessor rights to the most responsive and responsible bidder.

30 SECTION 5. The Mayor and the Board of Public Works and
31 Safety are empowered and authorized to execute, on behalf of the
32 City and its utilities, leases and other documents as contemplated

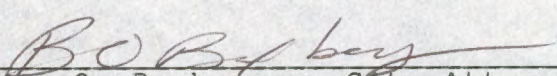
1 herein with the lessor so selected.

2 SECTION 6. Lease payments for all Civil City leases
3 entered into hereunder shall be subject to annual appropriation by
4 this Council.

5 SECTION 7. This Ordinance shall be in full force and
6 effect from and after its passage and approval by the Mayor.

7
8 
Councilmember

9 APPROVED AS TO FORM AND LEGALITY.

10
11 
12 Bruce O. Boxberger, City Attorney
Dated this 2d day of December, 1985.

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: _____

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	7	1		1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA				✓	
HENRY	✓				
REDD	✓				
SCHMIDT		✓			
STIER	✓				
TALARICO	✓				

DATE: 12-10-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 239-85 on the 10th day of December, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1985, at the hour of 11:00 o'clock 7 .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of December, 1985, at the hour of 8:30 o'clock A .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

Lease Property Summary

City Agency

Equipment

Supplier

Amount

04-25-84	POLICE DEPT	A31532	10 RADIOS	GENERAL ELECTRIC	886,995.69
04-03-84	FIRE DEPT	A14899	10 FIRE PUMPER	SUTPHEN CORP	8796,796.00
04-03-84	FIRE DEPT	A31900	10 FIRE PUMPER/AERIAL	SUTPHEN CORP	8367,765.00
04-25-84	COMMUNICATIONS	A35187	10 RADIOS	MOTOROLA C & E	866,420.00
07-04-84	STREET DEPT	A36186	10 SCALE	ANTIDUS & CO	825,087.00
07-19-84	COMMUNICATIONS	A36346	10 ELECTRONIC EQUIPMENT	MOTOROLA	8219,214.00
08-09-84	STREET DEPT	A36499	10 ASPHALT PLANT	ASPHALT EQUIPMENT	8156,020.00
08-13-84	TRAFFIC ENG	A36738	10 FIRE ALARM DECODERS	KOCHLINGER KRUSE	872,690.00
05-09-85	C U GAR. (1-1MS, 1-STREET)	A43373	10 FRONT END LOADERS (3)	MACDONALD MACHINERY	8133,056.00
7-26-85	BOARD OF WORKS	A44925	10 INFRASTRUCTURE	DATA GENERAL	8445,380.00
	BOARD OF WORKS		INFRASTRUCTURE		8207,633.00 ESTIMATE DECEMBER 1985 BID
					82,577,056.69
02-28-84	ANIMAL CONTROL	A28406	4 FORD FAIRMOUNT WAGON	ALLEN COUNTY MOTORS	85,700.00
03-24-85	TRAFFIC ENG	A39359	4 BARRICADE	THREE RIVERS	8775.00
03-08-85	C U GARAGE (FOR POLICE DEPT)	A39119	4 DODGE DIPLOMAT (20)	GLENNROD DODGE	8229,219.60
03-08-85	CITY U GARAGE	A43920	4 CHEV SEDANS/WAGONS (13)	HEFNER	8122,161.86
03-08-85	CITY U GARAGE	A43921	4 CHEVROLET SEDANS (18)	HEFNER	8140,623.38
03-08-85	CITY U GARAGE	A43924	4 CAB AND CHASIS (7)	LINCOLNWAY	8347,683.00
03-08-85	CITY U GARAGE	A43925	4 FORD CARGO VAN	BOB JACKSON	811,020.23
03-08-85	CITY U GARAGE	A43926	4 FORD WHEEL DRIVES (3)	HEFNER	842,922.92
03-08-85	CITY U GARAGE	A43927	4 PICK UP TRUCKS (3)	HEFNER	825,213.89
03-08-85	CITY U GARAGE	A43928	4 CARGO VAN	BOB JACKSON FORD	872,042.87
03-08-85	CITY U GARAGE	A43929	4 CARGO VANS (4)	BOB JACKSON FORD	841,444.44
03-08-85	CITY U GARAGE	A43930	4 TANDEN TRUCK	LINCOLNWAY	846,615.00
03-08-85	CITY U GARAGE	A43931	4 TRUCKS (12)	ALLEN COUNTY MOTORS	8179,595.39
03-08-85	CITY U GARAGE	A43932	4 FOUR WHEEL DRIVE	QUANTEL OLDS	813,590.00
03-08-85	CITY U GARAGE	A43933	4 PICK UP TRUCKS (13)	BOB JACKSON FORD	8176,275.38
03-08-85	CITY U GARAGE	A43934	4 SINGLE AXLES (4)	LINCOLNWAY	8101,888.00
03-08-85	CITY U GARAGE	A43935	4 FORD TRUCK	BOB JACKSON	826,862.00
05-09-85	CITY U GARAGE	A44370	4 CHEVROLET SUBURBAN (1)	BEHAVEN CHEVROLET	815,447.04
					81,547,020.00
05-01-84	STREET DEPT	A35042	7 SWEEPSTER BROOM	MAC DONALD MACHINERY	45,175.00
05-16-84	COMMUNICATIONS	A35360	7 WALLS	DIETRICH ACOUSTIC	44,120.00
07-12-84	TRAFFIC ENG	A36339	7 CUTTER MACHINE	TIMON	42,098.00
10-17-84	COMMUNICATIONS	A37553	7 RECORDER SYSTEM	DICTAPHONE CORP	835,000.00
11-30-84	COMMUNICATIONS	A37970	7 INTERFACE PANELS	GENERAL ELECTRIC	82,380.00
02-11-85	TRAFFIC ENG	A38553	7 PORTABLE RADIO	MOTOROLA	81,914.00
02-11-85	TRAFFIC ENG	A38838	7 WELDER	MOMAK AND WILLIAMS	81,300.00
03-04-85	TRAFFIC ENG	A39100	7 AIR COMPRESSOR	MAC DONALD MACHINERY	49,300.00
03-06-85	TRAFFIC ENG	A39102	7 ARROW BOARDS	HI VU INC	47,580.00
03-19-85	TRAFFIC ENG	A39227	7 SAFETY DRUMS	FLASHER BARRICADE	43,112.00
04-16-85	STREET ENGINEERING	A39613	7 COMPUTER SOFTWARE	COMPUTER CORNER	4732.50
05-22-85	STREET ENGINEERING	A39616	7 COMPUTER AT (1)	MICROAGE	87,570.00
05-22-85	STREET DEPT	A39617	7 COMPUTER COLOR (1)	MICROAGE	49,055.00
04-17-85	MAYORS OFFICE	A39618	7 PRINTER	MICROAGE	81,058.00
04-17-85	COMMUNICATIONS	A39619	7 SOFTWARE	COMPUTER CORNER	8602.30
04-17-85	COMMUNICATIONS	A39620	7 COMPUTER (2)	MICROAGE	85,490.00
04-17-85	FIRE DEPT	A39621	7 COMPUTERS (2)	MICROAGE	45,490.00
04-17-85	FIRE DEPT	A39622	7 SOFTWARE	COMPUTER CORNER	8602.30
04-17-85	POLICE DEPT	A39623	7 COMPUTER (2)	MICROAGE	45,490.00
04-17-85	POLICE DEPT	A39624	7 SOFTWARE	COMPUTER CORNER	8602.30
04-17-85	BOARD OF SAFETY	A39625	7 COMPUTERS (3)	MICROAGE	810,041.00

City Agency		Equipment Description		Supplier	Amount
04-17-85	BOARD OF SAFETY	A39426	7 SOFTWARE	COMPUTER CORNER	\$903.45
05-28-85	STREET DEPT	A10028	7 RADIO PARTS	MOTOROLA	\$2,994.00
04-22-85	BOARD OF WORKS	A10042	7 COPIER	IBM	\$11,201.00
05-22-85	STREET DEPT	A10043	7 COPIER	PERRY	\$4,222.85
05-23-85	EC DEVEL.	A10044	7 COPIER	HOUSTON PHOTO	\$8,546.25
05-23-85	CITY CLERK	A10079	7 COPIER UPGRADE \$500	FORT WAYNE BUS PRODUCTS	\$7,472.50
06-12-84	BOARD OF SAFETY	A10329	7 SOFTWARE	COMPUTER CORNER	\$928.50
08-27-84	C U GARAGE (STREET DEPT)	A12439	7 SHOT PLOW	DEED EQUIPMENT	\$7,491.00
10-15-84	PURCHASING	A12794	7 SOFTWARE	LOGIC BASE	\$1,884.00
01-02-85	CITY U GARAGE	A13285	7 LIFTS	HARROW MAINT	\$13,422.00
03-04-85	C U GARAGE (MPCN DEPARTMENT)	A13905	7 AIR COMPRESSORS	MACDONALD MACHINERY	\$19,400.00
04-15-85	CITY U GARAGE	A14182	7 COMPUTER PRINTER	KRYDER SYSTEMS	\$2,750.00
04-16-85	PERSONNEL	A14215	7 COMPUTER (1)	MICROAGE	\$2,106.00
04-16-85	PERSONNEL	A14216	7 SOFTWARE	COMPUTER CORNER	\$301.15
04-16-85	PURCHASING	A14217	7 SOFTWARE	COMPUTER CORNER	\$610.65
04-16-85	PURCHASING	A14218	7 COMPUTER (1)	MICROAGE	\$2,745.00
04-16-85	ACCOUNTING	A14219	7 COMPUTER (1)	MICROAGE	\$610.65
04-16-85	ACCOUNTING	A14220	7 SOFTWARE	COMPUTER CORNER	\$2,106.99
04-16-85	ADMINISTRATIVE SER	A14221	7 COMPUTER (1)	MICROAGE	\$362.10
04-16-85	ADMINISTRATIVE SER	A14222	7 SOFTWARE	MICROAGE	\$4,551.00
04-16-85	TELECOMMUNICATIONS	A14223	7 COMPUTER (1)	MICROAGE	\$1,033.65
04-16-85	TELECOMMUNICATIONS	A14224	7 COMPUTER SOFTWARE	MICROAGE	\$4,551.00
04-16-85	OPERATIONS	A14225	7 COMPUTER (1)	MICROAGE	\$610.65
04-16-85	OPERATIONS	A14226	7 SOFTWARE	MICROAGE	\$5,455.00
04-16-85	DATA PROC	A14227	7 COMPUTER AT (1)	MICROAGE	\$2,672.15
05-07-85	C U GARAGE (FOR STREET DEPT)	A14346	7 ROTAVATOR	TRI RIVER TRACTOR	\$17,840.00
05-09-85	C U GARAGE (FOR STREET DEPT)	A14371	7 TRACTORS (2)	MACDONALD MACHINERY	\$30,240.00
05-09-85	C U GARAGE (FOR WMS DEPT)	A14372	7 BACKHOE LOADER	MACDONALD MACH	\$38,304.00
05-09-85	C U GARAGE (FOR STREET DEPT)	A14374	7 BACKHOE	TEROT	\$1,837.47
05-23-85	WPCONTROL MAIN	A14473	7 COPIER	FORT WAYNE BUS PRODUCTS	\$3,887.50
05-23-85	PERSONNEL	A14474	7 COPIER	NEEDHAMS	\$4,895.00
05-23-85	GENERAL ACCT	A14475	7 COPIER	PERRY CORP	\$3,928.52
05-22-85	WPCPLANT	A14476	7 COPIER	TEROT	\$1,506.00
06-03-85	PERSONNEL	A14563	7 PRINTER	REID HOLCOMB	\$93,279.14
7-17-85	CITY GARAGE	A11049	7 BITUMINOUS PAVER	XLF, INC.	\$23,854.00
7-26-85	TELECOMMUNICATIONS SINGLE SOURCE	A11464	7 DATA CDR 11 RELEASE 8003	DEEDS EQUIPMENT	\$5,875.00
10-21-85	STREET DEPARTMENT RT 2166	A15370	7 ROLLER (1)	MOTOROLA	\$103,841.15
8-9-85	AMBULANCE AUTHORITY		MOTOROLA RADIOS	ALLEN COUNTY MOTORS	\$22,607.11
2-19-85	AMBULANCE AUTHORITY		RECHASSIS (1) AMBULANCE	RSVP INC	\$133,030.00
8-9-85	AMBULANCE AUTHORITY		NEW AMBULANCES (3)	RSVP INC	\$44,350.00
7-12-85	AMBULANCE AUTHORITY		AMBULANCE (1)		\$210,000.00
	C U GARAGE		SEVER JETS (2)		\$95,000.00
	C U GARAGE		GRADER (1)		

TOTAL \$1,063,143.83

\$1,063,143.83

\$5,187,220.52

LEASE WITH OPTION TO PURCHASE AGREEMENT

This Lease, made and entered into this ____ day of _____, 1985, by and between _____ a corporation organized under the laws of the State of Indiana and having its principal office in the City of Fort Wayne, Indiana (hereinafter referred to as "Lessor"), and the CITY OF FORT WAYNE, a municipal corporation of the State of Indiana by its Board of Public Works and Safety, as Leasing Agent (hereinafter referred to as "Lessee"),

WITNESSETH:

That in consideration of the mutual agreements herein contained, the parties do hereby covenant to and with each other as follows:

1. Property Description. The Lessor does hereby lease to the Lessee the property described in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Leased Equipment".

2. Term of Lease. The term of this Lease shall commence on the ____ day of _____, 1985, or on or after the day of delivery of the Leased Equipment to the Lessee and the acceptance of the Leased Equipment by the Lessee, whichever date or day is later, and unless earlier terminated pursuant to the provisions of this Lease, the Lease shall continue until the date of the final Lease payment as set forth in "Exhibit B" attached hereto and made a part hereof.

3. Rent. Lessee shall pay the Lessor the amount set forth in Exhibit B hereto under the column headed "Lease Payment Amount", in cash or certified check, quarterly, beginning on the 1st day of _____, 1986, and continuing for the term hereof as set forth in

EXHIBIT "B"

Exhibit B hereto as rental paid in arrears for the Leased Equipment. Said Lease payments shall be paid to Lessor at such address as Lessor shall indicate to the Lessee. It is agreed that such Lease payments shall be due and owing to Lessor for the Lessee's use of the Leased Equipment.

4. Option to Purchase. The Lessor hereby grants to Lessee the right and option, upon not less than sixty (60) days advanced written notice to Lessor, to purchase said Leased Equipment on any rental payment date as set forth in Exhibit B, at a purchase price equal to the amount set forth on Exhibit B entitled "Option to Purchase Value" after taking into account the Lease Payment set opposite the "Option to Purchase Value" having been made.

In the event the Lessee has not exercised the foregoing option to purchase the Leased Equipment at the expiration of this rental contract, the Lessee will quit and surrender the said Leased Equipment in as good a condition as wear and tear will permit, or may purchase, providing the rental payments have been made as heretofore provided in this contract, said Leased Equipment for the additional sum of One Dollar (\$1.00) cash.

If the Lessee exercises its option to purchase as provided in paragraph four (4) herein, the Lessor, upon payment of the purchase price, will deliver to Lessee a good and unencumbered title to the Leased Equipment herein described.

5. Taxes, Permits. Lessee agrees to pay as additional rent and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, excise or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Leased

Equipment or its possession, use or operation by Lessee. Lessee further agrees to provide all permits and licenses necessary for the installation, operation and use of the Leased Equipment and to comply with all the applicable laws, rules, regulations and ordinances.

6. Location and Use. The Leased Equipment shall be held at and not removed from the general area of Lessee, other than in the course of an emergency, without the Lessor's written consent. Lessee will not use, operate or maintain the Leased Equipment improperly, carelessly, or in violation of any applicable law.

7. Repairs. Lessee, at its own cost and expense, shall maintain the Leased Equipment in good operating condition, repair and appearance, ordinary wear and tear excepted. At its own cost and expense, Lessee shall further replace any and all parts and devices which may from time to time become worn out. All such replacement parts and devices shall accrue to the Leased Equipment and become the property of the Lessor. The Lessor shall not be liable or responsible for any loss, damage, liability or expense of any kind caused by or related to the Leased Equipment, or resulting from any defect in or deficiency of the Leased Equipment, or resulting from the use or operation of the Leased Equipment.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Leased Equipment or any interest therein. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time.

9. Damage or Destruction of Leased Equipment, Abatement of Rent.

(a) In the event the Leased Equipment is lost, stolen, or partially or totally destroyed, whether by fire or other casualty, so as to render the Leased Equipment unfit, in whole or in part for the use intended by Lessee, it shall then be the obligation of the Lessee to restore, repair, replace or rebuild the Leased Equipment as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessee excepted; provided, however, that Lessee shall not be obligated to expend on such restoration, repair or rebuilding more than the amount of proceeds received by the Lessee from the insurance provided for in paragraph ten (10) hereof.

Upon confirmation that there is in force on the date of such partial or total destruction insurance on the Leased Equipment in accordance with the provisions of paragraph ten (10) hereof, the rent shall be abated for the period during which the Leased Equipment or any part thereof is unfit and unusable for the use intended.

In the event Lessee fails or elects not to repair or replace or restore such Leased Equipment, within sixty (60) days after it has been lost, stolen or partially or totally destroyed, then the Lessee shall then pay to Lessor the insurance proceeds provided for in paragraph ten (10) hereof. Lessee shall pay such amount within thirty (30) days from the date of Lessee's failure or election not to repair, replace or restore the Leased Equipment, or within ninety (90) days from the date such equipment was lost, stolen or partially or totally destroyed. Lessor shall thereupon present Lessee with properly executed instruments of title and bill of sale to such Leased Equipment, and Lessee shall be

entitled to title and possession of such Leased Equipment as-is, where-is, without warranty, express or implied, with respect to any matter whatsoever except that such Leased Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

(b) No loss or damage to the Leased Equipment or any part thereof shall impose any obligation on Lessor under this agreement. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Leased Equipment and for injuries or deaths of persons and damage to property, howsoever arising from or incident to the use, operation or storage of the Leased Equipment, whether such injury or death be with respect to agents or employees of the Lessee or of third parties, and whether such damage to property be to Lessee's property or the property of others.

10. Insurance. At its own expense, Lessee shall cause casualty insurance to be carried and maintained with respect to the Leased Equipment and shall carry public liability and property damage insurance sufficient to protect the full value of the Leased Equipment and protect the Lessor from liability in all events. The amount of insurance coverage on the Leased Equipment shall at times be at least in the amount of the applicable Option to Purchase Value. All such insurance policies shall name both the Lessor and Lessee as insureds. Prior to delivery of the Leased Equipment, Lessee shall furnish to Lessor evidence of such insurance policies, which shall be kept in full force and effect during the term of this Lease.

11. Representations and Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS

FOR PARTICULAR PURPOSE, OR FITNESS FOR USE OF THE LEASED EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED EQUIPMENT. Lessee agrees that it has selected the Leased Equipment upon its own judgment and expressly disclaims any reliance upon any statements or representations made by the Lessor or any persons on Lessor's behalf. Lessor hereby assigns to the Lessee for and during the Lease term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the Leased Equipment, and Lessor authorized Lessee to obtain the customary services furnished in connection with such warranties or guaranties at Lessee's expense. LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR CHARACTER RESULTING FROM THE USE, MISUSE, OPERATION OR MAINTENANCE OF THE LEASED EQUIPMENT BY THE LESSEE.

Lessee represents and warrants that it has the power to enter into this Lease, that procedures for execution of this Lease required by all applicable laws, regulations and ordinances, including competitive bidding if applicable, have been complied with, and that all Lease payments will be paid out of funds which are legally available for such purposes.

12. Events of Default. Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default: (a) Lessee shall fail to make any Lease payment, or to pay other payments to be paid hereunder, or (b) Lessee shall fail to keep any such other term, covenant or condition herein. Upon the occurrence of any event of default as specified above, and Lessee shall fail

to remedy such event of default with all reasonable dispatch within a period of thirty (30) days after receipt of notice in writing, then Lessor shall have the right at its option without further demand or notice, to pursue any one or more of the following remedies: (a) re-enter and take possession of the Leased Equipment and sell, lease or sublease it; (b) take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due to enforce the performance and observance of any obligation, agreement or covenant of the Lessee under this Lease.

13. Defaults. If the Lessee shall default in the payment of any Lease payment or other sums payable to Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor, or in the observance of any other covenant, agreement or condition hereof, and such default shall continue for thirty (30) days after written notice to correct the same, then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, or the Lessor, at its option, without further notice, may terminate the interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to assume possession of the Leased Equipment and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereunder maturing prior to the Lessor's actual taking of the Leased

Equipment. No waiver by Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. Assignment. This Agreement, and the obligation of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the Assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the Assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its Assignee to protect their interests in the Equipment and in this Agreement. Lessee shall not have the right to assign its right, duties and obligations under this Lease, either in whole or in part, without the prior written consent of Lessor and its Assignee.

15. Title. Upon the assignment of this Lease as set forth in paragraph fourteen (14) hereof, title to the Leased Equipment and any and all additions, repairs, replacements or modifications thereto shall be in the name of the Assignee. The Lessee shall have no right, title or interest in the Leased Equipment or any additions, repairs, replacements, modifications thereto except as expressly set forth in this Lease.

16. Offset. Rentals or other sums payable by Lessee pursuant to this Lease shall not be subject to offset, deduction, counterclaim, or

abatement except as provided herein under paragraph nine (9) hereof or because of restriction of the Lessee's use of the Leased Equipment in breach of the terms of this Lease by Lessor.

17. Termination and Expiration. Lessee agrees to initiate all appropriations necessary to carry out the terms of this Lease, provided, however, that such appropriations shall be subject to the approval of all approving agencies both state and local. In the event of the disapproval of any such appropriation by any such agency, this Lease shall be terminated at the end of the period for which Lease payments have been validly appropriated and paid. Lessee shall give Lessor immediate notice in writing of any such disapproval of appropriations.

Upon termination or expiration of this Lease, the Lessee shall return the Leased Equipment in the condition, repair, appearance and working order required in paragraph seven (7) hereof (unless the Lessee has paid Lessor the then current option purchase price for such Leased Equipment), in the manner as may be specified by Lessor, by delivering the Leased Equipment at Lessee's cost and expense to such place as Lessor shall specify within the continental United States by any appropriate method chosen by Lessee.

Lessee shall obtain all governmental authorizations to permit the return of the Leased Equipment to Lessor, and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

18. Notice. All notices to be given under this Lease shall be made in writing and mailed to the other party at the following address or at such address as the party may provide in writing from time to time:

LESSOR:

LESSEE:

City of Fort Wayne
Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

19. Miscellaneous. The waiver by Lessor of the Lessee's breach of any term, covenant or condition hereof shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. This Lease, together with the Exhibits hereto, constitutes the entire Agreement between the parties and shall not be modified, altered or changed except in writing. This Lease shall be governed by laws of the State of Indiana and any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

20. Acceptance of Lease. This Lease shall not be binding upon the Lessor until accepted and approved by the Lessor.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

LESSOR:

By: _____

LESSEE:

CITY OF FORT WAYNE, INDIANA
By Its Board of Public Works
and Safety as Leasing Agent
for the City of Fort Wayne

MAYOR, City of Fort Wayne

Chairman

Member

City Agency		Equipment Description		Supplier	Amount
04-17-85	BOARD OF SAFETY	A39626	7 SOFTWARE	COMPUTER CORNER	\$903.45
05-28-85	STREET DEPT	A40028	1 RADIO PARTS	MOTOROLA	\$2,994.00
04-22-85	BOARD OF WORKS	A40042	1 COPIER	IBM	\$11,201.00
05-22-85	STREET DEPT	A40043	1 COPIER	PERRY	\$4,222.85
05-23-85	EC.DEVEL.	A40044	1 COPIER	MOOSIER PHOTO	\$8,546.25
05-23-85	CITY CLERK	A40079	7 COPIER UPGRADE \$500	FORT WAYNE BUS PRODUCTS	\$7,472.50
06-12-84	BOARD OF SAFETY	A40329	7 SOFTWARE	COMPUTER CORNER	\$928.50
08-27-84	C U GARAGE (STREET DEPT)	A42439	1 SNOW PLOW	DEED EQUIPMENT	\$7,491.00
10-15-84	PURCHASING	A42794	7 SOFTWARE	LOGIC BASE	\$1,081.00
01-02-85	CITY U GARAGE	A43285	7 LIFTS	HARKON MAINT	\$13,422.00
03-06-85	C U GARAGE (NCPM DEPARTMENT)	A43905	7 AIR COMPRESSORS	MACDONALD MACHINERY	\$18,600.00
04-15-85	CITY U GARAGE	A44182	7 COMPUTER PRINTER	KRYDER SYSTEMS	\$2,750.00
04-16-85	PERSONNEL	A44215	1 COMPUTER (1)	MICROAGE	\$2,106.00
04-16-85	PERSONNEL	A44216	7 SOFTWARE	COMPUTER CORNER	\$301.15
04-16-85	PURCHASING	A44217	7 SOFTWARE	COMPUTER CORNER	\$610.65
04-16-85	PURCHASING	A44219	7 COMPUTER (1)	MICROAGE	\$2,745.00
04-16-85	ACCOUNTING	A44219	7 COMPUTER (1)	MICROAGE	\$2,745.00
04-16-85	ACCOUNTING	A44220	7 SOFTWARE	COMPUTER CORNER	\$610.65
04-16-85	ADMINISTRATIVE SER	A44221	7 COMPUTER (1)	MICROAGE	\$2,106.99
04-16-85	ADMINISTRATIVE SER	A44222	7 SOFTWARE	MICROAGE	\$342.10
04-16-85	TELECOMMUNICATIONS	A44223	7 COMPUTER (1)	MICROAGE	\$4,551.00
04-16-85	TELECOMMUNICATIONS	A44224	7 COMPUTER SOFTWARE	COMPUTER CORNER	\$1,033.65
04-16-85	OPERATIONS	A44225	7 COMPUTER (1)	MICROAGE	\$4,551.00
04-16-85	OPERATIONS	A44226	7 SOFTWARE	MICROAGE	\$610.65
04-16-85	DATA PROC	A44227	7 COMPUTER AT (1)	MICROAGE	\$5,455.00
05-07-85	C U GARAGE (FOR STREET DEPT)	A44316	7 ROTAVATOR	TRI RIVER TRACTOR	\$2,492.15
05-09-85	C U GARAGE (FOR STREET DEPT)	A44371	7 TRACTORS (2)	TRI RIVER TRACTOR	\$17,860.00
05-09-85	C U GARAGE (FOR WMS DEPT)	A44372	7 BACKHOE LOADER	MACDONALD MACHINERY	\$30,240.00
05-09-85	C U GARAGE (FOR STREET DEPT)	A44374	7 BACKHOE	MACDONALD MACH	\$38,304.00
05-23-85	MICONTROL MAIN	A44473	7 COPIER	ZERO1	\$1,837.47
05-23-85	PERSONNEL	A44474	7 COPIER	FORT WAYNE BUS PRODUCTS	\$3,887.50
05-23-85	GENERAL ACCT	A44475	1 COPIER	NEEDHAMS	\$4,895.00
05-22-85	WFCPLANT	A44476	7 COPIER	PERRY CORP	\$3,928.52
06-01-85	PERSONNEL	A44583	7 PRINTER	ZERO1	\$1,506.00
7-17-85	CITY GARAGE	A41049	7 BITUMINOUS PAVER	REID HOLCOMB	\$93,279.14
7-26-85	TELECOMMUNICATIONS SINGLE SOURCE	A41464	1 DATA COM 11 RELEASE 8003	KLF, INC.	\$23,854.00
10-21-85	STREET DEPARTMENT	A45370	7 ROLLER (1)	DEEDS EQUIPMENT	\$5,875.00
8-9-85	AMBULANCE AUTHORITY		MOTOROLA RADIOS	MOTOROLA	\$103,861.15
2-19-85	AMBULANCE AUTHORITY		RECHASSIS (1) AMBULANCE	ALLEN COUNTY MOTORS	\$22,607.11
8-9-85	AMBULANCE AUTHORITY		NEW AMBULANCES (3)	RSPV INC	\$133,050.00
7-12-85	AMBULANCE AUTHORITY		AMBULANCE (1)	RSPV INC	\$44,350.00
	C U GARAGE		SEWER JETS (2)		
	C U GARAGE		GRADER (1)		

Board of Safety

Computer Aided Dispatch

TOTAL \$1,043,143.80
#290,000 ESTIMATE, DECEMBER 1985 BID
#290,000 ESTIMATE, DECEMBER 1985 BID
#5,477,220.50

12/17/85

BILL NO. S-85-12-01

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~)

ORDINANCE DESIGNATING THE BOARD OF PUBLIC WORKS AND SAFETY

AS LEASING AGENT FOR THE CITY OF FORT WAYNE, INDIANA: APPROVING

THE LEASE OF CERTAIN PROPERTY BY THE CITY OF FORT WAYNE, INDIANA

AND/OR ITS MUNICIPALLY OWNED UTILITIES: APPROVING A FORM OF LEASE:

AUTHORIZING ACCETANCE OF A LESSOR: AND APPROVING OTHER ACTIONS WITH

RESPECT THERETO

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)
XXXXXXXXXXXX

☒ DO PASS

☐ DO NOT PASS

☐ WITHDRAWN

YES

NO

B. A. Eisbart

BEN A. EISBART
CHAIRMAN

Janet G. Bradbury

JANET G. BRADBURY
VICE CHAIRWOMAN

Samuel J. Talarico

SAMUEL J. TALARICO

Thomas C. Henry

THOMAS C. HENRY

JAMES S. STIER

CONCURRED IN 12-12-85

SANDRA E. KENNEDY
CITY CLERK

1 BILL NO. S-85-12-01

2 SPECIAL ORDINANCE NO. S-

3 ORDINANCE DESIGNATING THE BOARD OF PUBLIC WORKS
4 AND SAFETY AS LEASING AGENT FOR THE CITY OF FORT WAYNE,
5 INDIANA; APPROVING THE LEASE OF CERTAIN PROPERTY BY THE
6 CITY OF FORT WAYNE, INDIANA AND/OR ITS MUNICIPALLY OWNED
7 UTILITIES; APPROVING A FORM OF LEASE; AUTHORIZING
8 ACCEPTANCE OF A LESSOR; AND APPROVING OTHER ACTIONS
9 WITH RESPECT THERETO.

10 WHEREAS, the City of Fort Wayne and its municipally owned
11 utilities need to acquire an extensive number of items of personal
12 property for continued effective operations; and

13 WHEREAS, the Board of Public Works and Safety has, in the
14 past, generally coordinated the acquisition of items of personal
15 property and has let bids therefore; and

16 WHEREAS, numerous bids have been let for the acquisition of
17 items of personal property, and this Common Council has approved the
18 acquisition of said items of personal property; and

19 WHEREAS, this Common Council now deems it in the public
20 interest to lease said items of personal property rather than
21 purchase said items; and

22 WHEREAS, sufficient money has been appropriated and suf-
23 ficient net revenues are available from the City's municipally owned
24 utilities to make lease rental payments on a timely basis as
25 required for the leasing of said property; and

26 WHEREAS, a form of lease with option to purchase has been
27 reviewed and is deemed appropriate for the lease of said items of
28 personal property by the City and/or its utilities; and

29 WHEREAS, notices have been published requesting proposals
30 from lessors to acquire the items of personal property and to lease
31 same to the City and its utilities, pursuant to the terms and con-
32 ditions contained in the form of lease; and

WHEREAS, the proposed lease provides for fair and reason-
able rental and other equitable terms and conditions and, further,
that the execution of said lease will permit the use and acquisi-

1 tion of said property within the present financial capabilities of
2 the City and its utilities and therefore same is in the public
3 interest.

4 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE
5 CITY OF FORT WAYNE, INDIANA THAT:

6 SECTION 1. This Common Council finds that the Board of
7 Public Works and Safety should be and hereby is designated as the
8 leasing agent for the City of Fort Wayne, Indiana and its utilities
9 for the transactions herein contemplated.

10 SECTION 2. The Common Council of the City of Fort Wayne
11 hereby authorizes the City and its utilities to lease, as lessees,
12 those items of personal property listed on the attached Exhibit "A",
13 made a part hereof. It is understood that the exact lessor purchase
14 costs for such items of personal property listed on the Exhibit "A"
15 shall be determined in accordance with bidding procedures of this
16 City and accordingly subject to approval by this Council.

17 SECTION 3. The form of the lease, with option to purchase,
18 for said lease is attached hereto as a part hereof, as Exhibit "B".
19 This form of lease, with option to purchase, shall be used by the
20 City and its utilities for the transactions herein contemplated and
21 said form of lease is hereby approved and ratified. This lease form
22 may be modified only to the extent that such modifications are not
23 material in form or consideration. Authority is hereby given for
24 the Board of Public Works and Safety to enter into one lease or two
25 leases as determined by the City Attorney and Bond Counsel.

26 SECTION 4. The Board of Public Works and Safety of the
27 City of Fort Wayne is hereby designated as the City's leasing agent
28 herein and as said leasing agent is empowered and authorized to
29 award lessor rights to the most responsive and responsible bidder.

30 SECTION 5. The Mayor and the Board of Public Works and
31 Safety are empowered and authorized to execute, on behalf of the
32 City and its utilities, leases and other documents as contemplated

1 herein with the lessor so selected.

2 SECTION 6. Lease payments for all Civil City leases
3 entered into hereunder shall be subject to annual appropriation by
4 this Council.

5 SECTION 7. This Ordinance shall be in full force and
6 effect from and after its passage and approval by the Mayor.

7
8 _____
Councilmember

9 APPROVED AS TO FORM AND LEGALITY.
10

11 B O Boxberger
12 Bruce O. Boxberger, City Attorney
Dated this 21 day of December, 1985.
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Lease Property Summary

City Agency	Equipment Description	Supplier	Amount
04-25-84 POLICE DEPT	10 RADIOS	GENERAL ELECTRIC	\$86,995.69
04-03-84 FIRE DEPT	10 FIRE PUMPER	SUTPHEN CORP	\$796,796.00
04-03-84 FIRE DEPT	10 FIRE PUMPER/MERIAL	SUTPHEN CORP	\$367,765.00
04-25-84 COMMUNICATIONS	10 RADIOS	MOTOROLA C & E	\$66,420.00
07-04-84 STREET DEPT	10 SCALE	ANTIBUS & CO	\$25,087.00
07-19-84 COMMUNICATIONS	10 ELECTRONIC EQUIPMENT	MOTOROLA	\$219,214.00
08-09-84 STREET DEPT	10 ASPHALT PLANT	ASPHALT EQUIPMENT	\$156,020.00
08-13-84 TRAFFIC ENG	10 FIRE ALARM DECODERS	KOEHLINGER KRUSE	\$72,690.00
05-09-85 C U GAR. 11-WHS, 1-WPCM, 1-STREET	10 FRONT END LOADERS (3)	MACDONALD MACHINERY	\$133,056.00
7-26-85 BOARD OF WORKS 810 743	10 INFRASTRUCTURE	DATA GENERAL	\$445,380.00
			\$207,633.00 ESTIMATE DECEMBER 1985 BID
			\$2,577,056.69
02-26-84 ANIMAL CONTROL	4 FORD FAIRMOUNT WAGON	ALLEN COUNTY MOTORS	\$5,700.00
03-26-85 TRAFFIC ENG	4 BARRICADE	THREE RIVERS	\$775.00
03-08-85 C U GARAGE (FOR POLICE DEPT)	4 DODGE DIPLOMATS (20)	GLENNBROOK DODGE	\$229,219.60
03-08-85 CITY U GARAGE	4 CHEV SEDANS/WAGONS (13)	HEFNERS	\$122,101.86
03-08-85 CITY U GARAGE	4 CHEVROLET SEDANS (18)	HEFNERS	\$140,423.38
03-08-85 CITY U GARAGE	4 CAB AND CHASIS (7)	LINCOLNWAY	\$347,683.00
03-08-85 CITY U GARAGE	4 FORD CARGO VAN	BOB JACKSON	\$11,020.23
03-08-85 CITY U GARAGE	4 FOUR WHEEL DRIVES (3)	HEFNERS	\$42,922.92
03-08-85 CITY U GARAGE	4 PICK UP TRUCKS (3)	HEFNERS	\$25,213.89
03-08-85 CITY U GARAGE	4 CARGO VAN	BOB JACKSON FORD	\$22,042.87
03-08-85 CITY U GARAGE	4 CARGO VANS (4)	BOB JACKSON FORD	\$41,464.44
03-08-85 CITY U GARAGE	4 TANDEN TRUCK	LINCOLNWAY	\$46,615.00
03-08-85 CITY U GARAGE	4 TRUCKS (12)	ALLEN COUNTY MOTORS	\$179,595.39
03-08-85 CITY U GARAGE	4 FOUR WHEEL DRIVE	ODANIEL OLDS	\$13,590.00
03-08-85 CITY U GARAGE	4 PICK UP TRUCKS (15)	BOB JACKSON FORD	\$176,275.38
03-08-85 CITY U GARAGE	4 SINGLE AXLES (4)	LINCOLNWAY	\$101,866.00
03-08-85 CITY U GARAGE	4 FORD TRUCK	BOB JACKSON	\$24,862.00
05-09-85 CITY U GARAGE	4 CHEVROLET SUBURBAN (1)	DEANVEN CHEVROLET	\$15,447.04
			\$1,547,020.00
05-01-84 STREET DEPT	7 SWEEPSTER BROOM	MAC DONALD MACHINERY	\$5,175.00
03-14-84 COMMUNICATIONS	7 WALLS	DIETRICH ACOUSTIC	\$4,120.00
07-12-84 TRAFFIC ENG	7 CUTTER MACHINE	TIMROM	\$2,098.00
10-17-84 COMMUNICATIONS	7 RECODER SYSTEM	DICTAPHONE CORP	\$35,000.00
11-30-84 COMMUNICATIONS	7 INTERFACE PANELS	GENERAL ELECTRIC	\$2,380.00
02-11-85 TRAFFIC ENG	7 PORTABLE RADIO	MOTOROLA	\$1,914.00
02-11-85 TRAFFIC ENG	7 WELDER	MOMAK AND WILLIAMS	\$1,300.00
03-06-85 TRAFFIC ENG	7 AIR COMPRESSOR	MAC DONALD MACHINERY	\$9,300.00
03-06-85 TRAFFIC ENG	7 ARROW BOMBS	HI YU INC	\$7,580.00
03-19-85 TRAFFIC ENG	7 SAFETY DRUMS	FLASHER BARRICADE	\$3,112.00
04-16-85 STREET ENGINEERING	7 COMPUTER SOFTWARE	COMPUTER CORNER	\$732.50
05-22-85 STREET ENGINEERING	7 COMPUTER AT (1)	MICROAGE	\$7,570.00
05-22-85 STREET DEPT	7 COMPUTER COLOR (1)	MICROAGE	\$9,055.00
04-17-85 MAYORS OFFICE	7 PRINTER	MICROAGE	\$1,058.00
04-17-85 COMMUNICATIONS	7 SOFTWARE	COMPUTER CORNER	\$602.30
04-17-85 FIRE DEPT	7 COMPUTERS (2)	MICROAGE	\$5,490.00
04-17-85 FIRE DEPT	7 COMPUTERS (2)	MICROAGE	\$5,490.00
04-17-85 POLICE DEPT	7 SOFTWARE	COMPUTER CORNER	\$602.30
04-17-85 POLICE DEPT	7 SOFTWARE	MICROAGE	\$5,490.00
04-17-85 BOARD OF SAFETY	7 COMPUTERS (3)	MICROAGE	\$602.30
			\$10,041.00
			\$1,547,020.00

Lease Property Summary (Cont.)

City Agency	Equipment Description	Supplier	Amount
04-17-85 BOARD OF SAFETY	A39626 7 SOFTWARE	COMPUTER CORNER	\$901.11
05-28-85 STREET DEPT	A40028 7 RADIO PARTS	MOTOROLA	\$2,994.00
04-22-85 BOARD OF WORKS	A40042 7 COPIER	IBM	\$11,201.00
05-22-85 STREET DEPT	A40043 7 COPIER	PERRY	\$4,222.85
05-23-85 EC.DEVEL.	A40044 7 COPIER	HOOPER PHOTO	\$8,546.25
05-23-85 CITY CLERK	A40079 7 COPIER UPGRADE 8500	FORT WAYNE BUS PRODUCTS	\$7,472.50
06-12-84 BOARD OF SAFETY	A40329 7 SOFTWARE	COMPUTER CORNER	\$928.11
08-27-84 C U GARAGE (STREET DEPT)	A42439 7 SNOW PLOW	DEED EQUIPMENT	\$7,491.00
10-15-84 PURCHASING	A42794 7 SOFTWARE	LOGIC BASE	\$1,084.00
01-02-85 CITY U GARAGE	A43285 7 LIFTS	HARMON MAINT	\$13,422.00
03-06-85 C U GARAGE (NPM DEPARTMENT)	A43905 7 AIR COMPRESSORS	MACDONALD MACHINERY	\$18,400.00
04-15-85 CITY U GARAGE	A44182 7 COMPUTER PRINTER	KRYDER SYSTEMS	\$2,730.00
04-16-85 PERSONNEL	A44215 7 COMPUTER (1)	MICROAGE	\$2,106.00
04-16-85 PERSONNEL	A44216 7 SOFTWARE	COMPUTER CORNER	\$301.15
04-16-85 PURCHASING	A44217 7 SOFTWARE	COMPUTER CORNER	\$610.65
04-16-85 PURCHASING	A44218 7 COMPUTER (1)	MICROAGE	\$2,743.00
04-16-85 ACCOUNTING	A44219 7 COMPUTER (1)	MICROAGE	\$2,745.00
04-16-85 ACCOUNTING	A44220 7 SOFTWARE	COMPUTER CORNER	\$610.65
04-16-85 ADMINISTRATIVE SER	A44221 7 COMPUTER (1)	MICROAGE	\$2,106.99
04-16-85 ADMINISTRATIVE SER	A44222 7 SOFTWARE	MICROAGE	\$362.10
04-16-85 TELECOMMUNICATIONS	A44223 7 COMPUTER (1)	MICROAGE	\$4,551.00
04-16-85 TELECOMMUNICATIONS	A44224 7 COMPUTER SOFTWARE	COMPUTER CORNER	\$1,033.65
04-16-85 OPERATIONS	A44225 7 COMPUTER (1)	MICROAGE	\$4,551.00
04-16-85 OPERATIONS	A44226 7 SOFTWARE	MICROAGE	\$610.65
04-16-85 DATA PROC	A44227 7 COMPUTER AT (1)	MICROAGE	\$5,455.00
05-07-85 C U GARAGE (FOR STREET DEPT)	A44346 7 ROTAVATOR	TRI RIVER TRACTOR	\$2,492.15
05-09-85 C U GARAGE (FOR STREET DEPT)	A44371 7 TRACTORS (2)	TRI RIVER TRACTOR	\$17,840.00
05-09-85 C U GARAGE (FOR WMS DEPT)	A44372 7 BACKHOE LOADER	MACDONALD MACHINERY	\$30,240.00
05-09-85 C U GARAGE (FOR STREET DEPT)	A44374 7 BACKHOE	MACDONALD MACH	\$38,304.00
05-23-85 WPCONTROL MAIN	A44473 7 COPIER	IEROI	\$1,837.47
05-23-85 PERSONNEL	A44474 7 COPIER	FORT WAYNE BUS PRODUCTS	\$3,887.50
05-23-85 GENERAL ACCT	A44475 7 COPIER	NEEDHANS	\$4,895.00
05-22-85 WPCPLANT	A44476 7 COPIER	PERRY CORP	\$3,928.52
06-03-85 PERSONNEL	A44563 7 PRINTER	IEROI	\$1,506.00
7-17-85 CITY GARAGE	A41049 7 BITUMINOUS PAVR	REID HOLCOMB	\$93,279.14
7-26-85 TELECOMMUNICATIONS SINGLE SOURCE	A41464 7 DATA COM IT RELEASE 8003	KLF, INC.	\$23,854.00
10-21-85 STREET DEPARTMENT BT 2166	A45370 7 ROLLER (1)	DEEDS EQUIPMENT	\$5,875.00
8-9-85 AMBULANCE AUTHORITY	MOTOROLA RADIOS	MOTOROLA	\$103,861.15
2-19-85 AMBULANCE AUTHORITY	RECHASSIS (1) AMBULANCE	ALLEN COUNTY MOTORS	\$22,407.11
8-9-85 AMBULANCE AUTHORITY	NEW AMBULANCES (3)	RSVP INC	\$133,050.00
7-12-85 AMBULANCE AUTHORITY	AMBULANCE (1)	RSVP INC	\$44,350.00
C U GARAGE	SEWER JETS (2)		\$210,000.00 ESTIMATE, DECEMBER 1985 BID
C U GARAGE	GRADER (1)		\$95,000.00 ESTIMATE, DECEMBER 1985 BID

TOTAL \$1,063,143.83

\$1,063,143.83

\$5,187,220.52

LEASE WITH OPTION TO PURCHASE AGREEMENT

This Lease, made and entered into this _____ day of _____, 1985, by and between _____ a corporation organized under the laws of the State of Indiana and having its principal office in the City of Fort Wayne, Indiana (hereinafter referred to as "Lessor"), and the CITY OF FORT WAYNE, a municipal corporation of the State of Indiana by its Board of Public Works and Safety, as Leasing Agent (hereinafter referred to as "Lessee"),

WITNESSETH:

That in consideration of the mutual agreements herein contained, the parties do hereby covenant to and with each other as follows:

1. Property Description. The Lessor does hereby lease to the Lessee the property described in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Leased Equipment".

2. Term of Lease. The term of this Lease shall commence on the _____ day of _____, 1985, or on or after the day of delivery of the Leased Equipment to the Lessee and the acceptance of the Leased Equipment by the Lessee, whichever date or day is later, and unless earlier terminated pursuant to the provisions of this Lease, the Lease shall continue until the date of the final Lease payment as set forth in "Exhibit B" attached hereto and made a part hereof.

3. Rent. Lessee shall pay the Lessor the amount set forth in Exhibit B hereto under the column headed "Lease Payment Amount", in cash or certified check, quarterly, beginning on the 1st day of _____, 1986, and continuing for the term hereof as set forth in

EXHIBIT "B"

Exhibit B hereto as rental paid in arrears for the Leased Equipment. Said Lease payments shall be paid to Lessor at such address as Lessor shall indicate to the Lessee. It is agreed that such Lease payments shall be due and owing to Lessor for the Lessee's use of the Leased Equipment.

4. Option to Purchase. The Lessor hereby grants to Lessee the right and option, upon not less than sixty (60) days advanced written notice to Lessor, to purchase said Leased Equipment on any rental payment date as set forth in Exhibit B, at a purchase price equal to the amount set forth on Exhibit B entitled "Option to Purchase Value" after taking into account the Lease Payment set opposite the "Option to Purchase Value" having been made.

In the event the Lessee has not exercised the foregoing option to purchase the Leased Equipment at the expiration of this rental contract, the Lessee will quit and surrender the said Leased Equipment in as good a condition as wear and tear will permit, or may purchase, providing the rental payments have been made as heretofore provided in this contract, said Leased Equipment for the additional sum of One Dollar (\$1.00) cash.

If the Lessee exercises its option to purchase as provided in paragraph four (4) herein, the Lessor, upon payment of the purchase price, will deliver to Lessee a good and unencumbered title to the Leased Equipment herein described.

5. Taxes, Permits. Lessee agrees to pay as additional rent and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, excise or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Leased

Equipment or its possession, use or operation by Lessee. Lessee further agrees to provide all permits and licenses necessary for the installation, operation and use of the Leased Equipment and to comply with all the applicable laws, rules, regulations and ordinances.

6. Location and Use. The Leased Equipment shall be held at and not removed from the general area of Lessee, other than in the course of an emergency, without the Lessor's written consent. Lessee will not use, operate or maintain the Leased Equipment improperly, carelessly, or in violation of any applicable law.

7. Repairs. Lessee, at its own cost and expense, shall maintain the Leased Equipment in good operating condition, repair and appearance, ordinary wear and tear excepted. At its own cost and expense, Lessee shall further replace any and all parts and devices which may from time to time become worn out. All such replacement parts and devices shall accrue to the Leased Equipment and become the property of the Lessor. The Lessor shall not be liable or responsible for any loss, damage, liability or expense of any kind caused by or related to the Leased Equipment, or resulting from any defect in or deficiency of the Leased Equipment, or resulting from the use or operation of the Leased Equipment.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Leased Equipment or any interest therein. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time.

9. Damage or Destruction of Leased Equipment, Abatement of Rent.

(a) In the event the Leased Equipment is lost, stolen, or partially or totally destroyed, whether by fire or other casualty, so as to render the Leased Equipment unfit, in whole or in part for the use intended by Lessee, it shall then be the obligation of the Lessee to restore, repair, replace or rebuild the Leased Equipment as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessee excepted; provided, however, that Lessee shall not be obligated to expend on such restoration, repair or rebuilding more than the amount of proceeds received by the Lessee from the insurance provided for in paragraph ten (10) hereof.

Upon confirmation that there is in force on the date of such partial or total destruction insurance on the Leased Equipment in accordance with the provisions of paragraph ten (10) hereof, the rent shall be abated for the period during which the Leased Equipment or any part thereof is unfit and unusable for the use intended.

In the event Lessee fails or elects not to repair or replace or restore such Leased Equipment, within sixty (60) days after it has been lost, stolen or partially or totally destroyed, then the Lessee shall then pay to Lessor the insurance proceeds provided for in paragraph ten (10) hereof. Lessee shall pay such amount within thirty (30) days from the date of Lessee's failure or election not to repair, replace or restore the Leased Equipment, or within ninety (90) days from the date such equipment was lost, stolen or partially or totally destroyed. Lessor shall thereupon present Lessee with properly executed instruments of title and bill of sale to such Leased Equipment, and Lessee shall be

entitled to title and possession of such Leased Equipment as-is, where-is, without warranty, express or implied, with respect to any matter whatsoever except that such Leased Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

(b) No loss or damage to the Leased Equipment or any part thereof shall impose any obligation on Lessor under this agreement. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Leased Equipment and for injuries or deaths of persons and damage to property, howsoever arising from or incident to the use, operation or storage of the Leased Equipment, whether such injury or death be with respect to agents or employees of the Lessee or of third parties, and whether such damage to property be to Lessee's property or the property of others.

10. Insurance. At its own expense, Lessee shall cause casualty insurance to be carried and maintained with respect to the Leased Equipment and shall carry public liability and property damage insurance sufficient to protect the full value of the Leased Equipment and protect the Lessor from liability in all events. The amount of insurance coverage on the Leased Equipment shall at times be at least in the amount of the applicable Option to Purchase Value. All such insurance policies shall name both the Lessor and Lessee as insureds. Prior to delivery of the Leased Equipment, Lessee shall furnish to Lessor evidence of such insurance policies, which shall be kept in full force and effect during the term of this Lease.

11. Representations and Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS

FOR PARTICULAR PURPOSE, OR FITNESS FOR USE OF THE LEASED EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED EQUIPMENT. Lessee agrees that it has selected the Leased Equipment upon its own judgment and expressly disclaims any reliance upon any statements or representations made by the Lessor or any persons on Lessor's behalf. Lessor hereby assigns to the Lessee for and during the Lease term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the Leased Equipment, and Lessor authorized Lessee to obtain the customary services furnished in connection with such warranties or guaranties at Lessee's expense. LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR CHARACTER RESULTING FROM THE USE, MISUSE, OPERATION OR MAINTENANCE OF THE LEASED EQUIPMENT BY THE LESSEE.

Lessee represents and warrants that it has the power to enter into this Lease, that procedures for execution of this Lease required by all applicable laws, regulations and ordinances, including competitive bidding if applicable, have been complied with, and that all Lease payments will be paid out of funds which are legally available for such purposes.

12. Events of Default. Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default: (a) Lessee shall fail to make any Lease payment, or to pay other payments to be paid hereunder, or (b) Lessee shall fail to keep any such other term, covenant or condition herein. Upon the occurrence of any event of default as specified above, and Lessee shall fail

to remedy such event of default with all reasonable dispatch within a period of thirty (30) days after receipt of notice in writing, then Lessor shall have the right at its option without further demand or notice, to pursue any one or more of the following remedies: (a) re-enter and take possession of the Leased Equipment and sell, lease or sublease it; (b) take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due to enforce the performance and observance of any obligation, agreement or covenant of the Lessee under this Lease.

13. Defaults. If the Lessee shall default in the payment of any Lease payment or other sums payable to Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor, or in the observance of any other covenant, agreement or condition hereof, and such default shall continue for thirty (30) days after written notice to correct the same, then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, or the Lessor, at its option, without further notice, may terminate the interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to assume possession of the Leased Equipment and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereunder maturing prior to the Lessor's actual taking of the Leased

Equipment. No waiver by Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. Assignment. This Agreement, and the obligation of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the Assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the Assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its Assignee to protect their interests in the Equipment and in this Agreement. Lessee shall not have the right to assign its right, duties and obligations under this Lease, either in whole or in part, without the prior written consent of Lessor and its Assignee.

15. Title. Upon the assignment of this Lease as set forth in paragraph fourteen (14) hereof, title to the Leased Equipment and any and all additions, repairs, replacements or modifications thereto shall be in the name of the Assignee. The Lessee shall have no right, title or interest in the Leased Equipment or any additions, repairs, replacements, modifications thereto except as expressly set forth in this Lease.

16. Offset. Rentals or other sums payable by Lessee pursuant to this Lease shall not be subject to offset, deduction, counterclaim, or

abatement except as provided herein under paragraph nine (9) hereof or because of restriction of the Lessee's use of the Leased Equipment in breach of the terms of this Lease by Lessor.

17. Termination and Expiration. Lessee agrees to initiate all appropriations necessary to carry out the terms of this Lease, provided, however, that such appropriations shall be subject to the approval of all approving agencies both state and local. In the event of the disapproval of any such appropriation by any such agency, this Lease shall be terminated at the end of the period for which Lease payments have been validly appropriated and paid. Lessee shall give Lessor immediate notice in writing of any such disapproval of appropriations.

Upon termination or expiration of this Lease, the Lessee shall return the Leased Equipment in the condition, repair, appearance and working order required in paragraph seven (7) hereof (unless the Lessee has paid Lessor the then current option purchase price for such Leased Equipment), in the manner as may be specified by Lessor, by delivering the Leased Equipment at Lessee's cost and expense to such place as Lessor shall specify within the continental United States by any appropriate method chosen by Lessee.

Lessee shall obtain all governmental authorizations to permit the return of the Leased Equipment to Lessor, and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

18. Notice. All notices to be given under this Lease shall be made in writing and mailed to the other party at the following address or at such address as the party may provide in writing from time to time:

LESSOR:

LESSEE:

City of Fort Wayne
Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

19. Miscellaneous. The waiver by Lessor of the Lessee's breach of any term, covenant or condition hereof shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. This Lease, together with the Exhibits hereto, constitutes the entire Agreement between the parties and shall not be modified, altered or changed except in writing. This Lease shall be governed by laws of the State of Indiana and any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

20. Acceptance of Lease. This Lease shall not be binding upon the Lessor until accepted and approved by the Lessor.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

LESSOR:

By: _____

LESSEE:

CITY OF FORT WAYNE, INDIANA
By Its Board of Public Works
and Safety as Leasing Agent
for the City of Fort Wayne

MAYOR, City of Fort Wayne

Chairman

Member